



MEMBERSHIP PLAN

GENERAL DESCRIPTION OF MEMBERSHIP PLAN

Membership Opportunity

This Membership Plan provides you the opportunity of being a Member at The Legend at Bergamont (the "Club"). The Club offers use of exceptional golf, tennis, pool, fitness and social facilities located in Oregon, Wisconsin, a suburb of Madison in Dane County.

Membership Categories and Privileges

The Club offers the following categories of Membership: Legend Founder Membership, Legend Real Estate Investor Membership, Legend Community Golf Membership, Legend Golf Membership, Legend Corporate Golf Membership, Legend Community Sport Membership, Legend Sport Membership, and Legend Social Membership. The use privileges associated with each category of Membership are more fully described in this Membership Plan.

Club Facilities

The Club Facilities will include the following:

- a championship 18-hole golf course designed by 2 time U.S. Open Champion Andy North
- a golf practice range and putting green
- Waterpark with 2 pools (zero grade entry & lap pool), 2 waterslides, lazy river & expansive pool deck
- 5 tennis courts
- basketball court & children's play area
- Sport Clubhouse featuring a Fitness Center, Grill kitchen, Gathering Room and Men's, Women's & Family Locker Rooms
- Signature Clubhouse, featuring a Grand Ballroom, Member's Grill, Lounge, full service Golf Shop, and Men's & Women's locker rooms.

The award winning 18 hole championship course and practice facilities are complete and available for member use. The Pool complex is currently planned to open in Summer of 2008. The Clubhouse complex is currently planned to open in the late summer of 2008.

Special Membership Benefits

In addition to exceptional Club Facilities and an extensive array of programs and activities for Members and their families, Membership in the Club offers a number of attractive benefits, including:

- **Refundable Membership Deposit.** One hundred percent (100%) of the Membership Deposit paid for a Legend Founder, Legend Community Golf Membership, Legend Golf Membership Legend Corporate Golf Membership, Legend Community Sport Membership, and Legend Sport Membership is refundable upon resignation and reissuance of the Membership or upon death of the Member as provided for in this Membership Plan.
- **3 Year Vesting Plan of Refundable Membership Deposits.** Legend Community Golf, Legend Golf, Legend Corporate Golf, Legend Community Sport and Legend Sport Memberships are 100% refundable upon the three year anniversary date of the accepted and approved membership application. For memberships approved prior to 12/31/07 the three year anniversary date of the membership begins vesting on 1/1/08 and is deemed fully vested on 12/31/10. Vesting schedule is as follows:

0-12 months from application date	0% refundable
12-24 months from application date	33% refundable
24-36 months from application date	66% refundable
36 months and after application date	100% refundable

Any portion of the deposit not vested and not refunded will be retained by the club as a non refundable initiation fee.

- **Transferable Memberships** Legend Founder, Legend Real Estate Investor, Legend Community Golf and Legend Community Sport Memberships are transferable through the club to a third party with the sale of a home, lot or condominium in The Legend at Bergamont. Such designee must be pre-approved by the club and is not subject to any waiting list then in place.
- **No Assessments.** Members are not subject to either operating or capital assessments.
- **Public Play Will Cease.** The Legend at Bergamont will operate as a semi private facility until all facility construction is complete and upon the acceptance of 200 Legend Golf Memberships (including Founders & Corporate designees).

Availability of Memberships Is Limited

Memberships are limited in number. This limitation is important to ensure our Members' enjoyment of the Club's facilities. The combined number of Legend Founder, Legend Community Golf Memberships, and Legend Golf Memberships, including Legend Corporate Golf designees, shall not exceed three hundred fifty (350), provided that the maximum number of Memberships in each such category shall be determined by the Club from time to time. The combined number of Legend Community Sport and Legend Sport Memberships will be limited to three hundred (300). Legend Social Memberships will be limited to one hundred (100).

The foregoing represents the maximum number of Memberships that can be issued in the various categories of Membership offered by the Club. The number of Memberships which are ultimately issued in any given category may be less than the maximum permitted depending upon Member usage patterns, the ability of the Club to provide services and facilities to meet the expectations of its Members and other relevant factors, as determined by the Club in its sole discretion.

Carefully Review All Membership Documents

Every person who desires to obtain a Membership should carefully read this Membership Plan and all of the referenced documents and should seek professional advice to evaluate these documents.

Rely Only on Information in This Membership Plan

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS NOT CONTAINED IN THIS MEMBERSHIP PLAN AND THE REFERENCED DOCUMENTS AND, IF GIVEN OR MADE, SUCH INFORMATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE CLUB. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF MEMBERSHIP CONTAINED IN THE MEMBERSHIP PLAN, RULES AND REGULATIONS AND APPLICATIONS FOR MEMBERSHIP WITH OTHER PRINTED MATERIALS, THE MEMBERSHIP PLAN, RULES AND REGULATIONS AND APPLICATIONS FOR MEMBERSHIP SHALL GOVERN.

Memberships At the club are offered only for recreational purposes

MEMBERSHIPS AT THE CLUB ARE BEING OFFERED EXCLUSIVELY FOR THE PURPOSE OF PERMITTING MEMBERS THE RECREATIONAL USE OF THE CLUB FACILITIES. MEMBERSHIPS SHOULD NOT BE VIEWED AS AN INVESTMENT AND NO MEMBER SHOULD EXPECT TO DERIVE ANY ECONOMIC PROFITS FROM MEMBERSHIP AT THE CLUB. NO FEDERAL OR STATE AUTHORITY HAS PASSED UPON OR ENDORSED THE MERITS OF THIS MEMBERSHIP PLAN.

Membership Director Available To Answer Questions

All inquiries regarding Membership in the Club or this Membership Plan and referenced documents should be directed to the Membership Office at The Legend at Bergamont or by calling 608 835 6900. You may call the Membership Office, from 9:00 AM to 5:00 PM each day. When the clubhouse opens, daily office hours will also be available. No appointment is necessary.

TABLE OF CONTENTS

GENERAL DESCRIPTION OF MEMBERSHIP PLAN.....	1
Membership Features.....	1
Club Facilities.....	1
Additional Club Facilities.....	1
Ownership and Operation of the Club Facilities.....	1
MEMBERSHIP CATEGORIES AND PRIVILEGES.....	1
Categories of Membership.....	1
Description of Membership Privileges	1,2
Exchange of Membership Privileges	2
NUMBER OF MEMBERSHIPS	2
Limit on the Number of Memberships.....	2
FAMILY PRIVILEGES	3
Use of the Club Facilities By the Immediate Family of a Member	3
GUEST PRIVILEGES	3
Use of the Club Facilities By a Guest of a Member	3
OFFERING OF MEMBERSHIPS.....	3
Offering of Memberships.....	3
Eligibility for Membership	3
Multiple Owners of Property	3
Reserved Memberships for Condominium Owners	3
Waiting List.....	3
Members May Upgrade to a Higher Category of Membership.....	3
Membership May Be Held in the Name of a Legal Entity (Corporate Membership).....	3

MEMBERSHIP DEPOSIT 4
Membership Deposit Required to Acquire a Membership.....4
Refund of Membership Deposit.....4
3 Year Vesting Plan of Refundable Membership Deposits.....4
Member May Continue Membership at End of Thirty Years4
Deduction of Amounts Owed to Club.....4
Tax Consequences of Acquiring a Membership4

TRANSFER OF MEMBERSHIP 5
Transfer of Membership to the Club.....5
Transfer of Membership Upon the Death of a Member.....5

DUES AND CHARGES 5,6
Dues, Fees and Charges5
Legal Separation or Divorce of Married Members5
No Assessments Against Members5
Membership Year of the Club5
Payment of Dues by an Inactive Member.....6
Payment of Dues by a Resigned Member.....6
Dues and Other Fees Paid in Advance Will Be Prorated When the Membership Is Reissued.....6
A Membership May Not Be Pledged Except for Purchase Money Obligations6

ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS 6

APPLICATION FOR MEMBERSHIP 6
An Application for Membership Must Be Mailed or Delivered to the Membership Director6
Review of Application for Membership6

OTHER MEMBERSHIPS AND USE PRIVILEGES..... 6,7
Honorary Memberships6
Recallable Non-Resident Memberships6
Reciprocal Privileges.....7
Promotional Use, Tournament or Group Play and Other Users7

CLUB OPERATIONS..... 7
Management and Control of the Club Facilities and Operation of the Club7
Board of Governors7
Club Committees.....7

GENERAL PROVISIONS..... 7
Possible Equity Member-Owned Club.....7
Membership Office7

GENERAL DESCRIPTION OF MEMBERSHIP PLAN

Membership Features

This Membership Plan provides you the opportunity of being a Member at The Legend at Bergamont. The terms of Membership are described in this Membership Plan, the Rules and Regulations and the Application for Membership.

Club Facilities

The Club Facilities available to members, their families and guests will include the following:

- a championship 18-hole golf course designed by 2 time U.S. Open Champion Andy North
- a golf practice range and putting green
- Waterpark with 2 pools (zero grade entry & lap pool), 2 waterslides, lazy river & expansive pool deck
- 5 tennis courts
- basketball court & children's play area
- Sport Clubhouse featuring a Fitness Center, Grill kitchen, Gathering Room and Men's, Women's & Family Locker Rooms
- Signature Clubhouse, featuring a Grand Ballroom, Member's Grill, Lounge, full service Golf Shop, and Men's & Women's Locker Rooms.

The award winning 18 hole championship course and practice facilities are complete and available for member use. The Pool complex is currently planned to open in Summer of 2008. The Clubhouse complex is currently planned to open in the summer of 2008.

Additional Club Facilities

The Club may, in its sole discretion, change or add additional facilities as it determines appropriate from time to time, including additional golf facilities. If additional facilities are added to the Club Facilities, the number of Memberships issued in the Club may be increased.

Ownership and Operation of the Club Facilities

The Legend at Bergamont Limited Partnership, (the "Company") operates the Club Facilities (the Club and the Company are hereinafter sometimes collectively referred to as the "Club").

MEMBERSHIP CATEGORIES AND PRIVILEGES

Categories of Membership

In order to provide exclusivity and availability of facilities and services to Members, the Club is offering a limited number of Memberships in the following categories: Legend Founder Membership, Legend Real Estate Investor Membership, Legend Community Golf Membership, Legend Golf Membership, Legend Corporate Golf Membership, Legend Community Sport Membership, Legend Sport Membership, and Legend Social Membership.

Description of Membership Privileges

Each person who acquires a membership will be entitled to use the Club Facilities in accordance with his or her category of membership and the terms and conditions of this Membership Plan. The membership privileges currently associated with each category of membership are as follows:

Legend Founder Membership. Each Legend Founder Membership entitles the husband and wife and their unmarried children under twenty-three, living at home or attending school on a full time basis to use all of the golf, tennis, fitness, pool and social facilities of the Club. Legend Founder Members are entitled to reserve tee times fourteen days in advance. Legend Founder Members shall not pay dues until the first day of the membership year 2009. Legend Founder Members also receive ten (10) complimentary golf guest passes annually until the membership year 2009. Legend Founder Memberships are 100% refundable. Legend Founder Members have the exclusive right to transfer its full golf member benefits to a home, lot or condominium owner in The Legend at Bergamont community.

Legend Real Estate Investor Membership. Each Legend Real Estate Investor Membership entitles the husband and wife and their unmarried children under twenty-three, living at home or attending school on a full time basis to use all of the golf, tennis, fitness, pool and social facilities of the Club. Legend Real Estate Investor Members are entitled to reserve tee times fourteen days in advance. Legend Real Estate Investor Members shall not pay dues until the first day of the membership year 2009. Legend Real Estate Investor Members also receive ten (10) complimentary golf guest passes annually until the membership year 2009. Legend Real Estate Investor Memberships are NON refundable. Legend Real Estate Investor Members have the exclusive right to transfer its full golf member benefits to a home, lot or condominium owner in The Legend at Bergamont community.

Legend Community Golf Membership. Each Legend Community Golf Membership entitles the husband and wife and their unmarried children under twenty-three, living at home or attending school on a full time basis to use all of the golf, tennis, fitness, pool and social facilities of the Club. Legend Community Golf members are entitled to reserve tee times fourteen days in advance. Legend Community Golf Memberships are 100% refundable. Legend Community Golf Members have the exclusive right to transfer its full golf member benefits to the purchaser of their home, lot or condominium in The Legend at Bergamont community.

Legend Golf Membership. Each Legend Golf Membership entitles the husband and wife and their unmarried children under twenty-three, living at home or attending school on a full time basis to use all of the golf, tennis, fitness, pool and social facilities of the Club. Legend Golf members are entitled to reserve tee times fourteen days in advance. Legend Golf Memberships are 100% refundable but NOT transferable.

Legend Corporate Golf Membership. Each Legend Golf Membership entitles the companies designated families, husband and wife and their unmarried children under twenty-three, living at home or attending school on a full time basis, to the same privileges and responsibilities as Legend Golf Members. Legend Corporate Golf Memberships are 100% refundable and transferable to an approved employee of the company.

Legend Community Sport Membership. Each Legend Community Sport Membership entitles the husband and wife and their unmarried children under twenty-three, living at home or attending school on a full time basis to use all of the tennis, fitness, pool and social facilities of the Club. Legend Community Sports members will also be entitled to play golf upon the payment of a preferred playing fee with a five day advance sign-up privilege, subject to other tee time restrictions as may be established from time to time. Legend Community Sport Memberships are 100% refundable. Legend Community Sport Members have the exclusive right to transfer its full sport member benefits to the purchaser of their home, lot or condominium in The Legend at Bergamont.

Legend Sport Membership. Each Legend Sport Membership entitles the husband and wife and their unmarried children under twenty-three, living at home or attending school on a full time basis to use all of the tennis, fitness, pool and social facilities of the Club. Legend Sports members will also be entitled to play golf upon the payment of a preferred playing fee with a five day advance sign-up privilege, subject to other tee time restrictions as may be established from time to time. Legend Sport Memberships are 100% refundable but NOT transferable.

Legend Social Membership. Each Legend Social Membership entitles the husband and wife and their unmarried children under twenty-three, living at home or attending school on a full time basis to use all of the dining and social activities of the Club. Legend Social Memberships are NON refundable and NON transferable.

Exchange of Membership Privileges

Members may arrange through the Club to exchange their Golf Membership privileges with those of another Member upon obtaining the approval of the Club and upon the payment of all the respective dues, fees and charges by the exchanging Members. The right to exchange Golf Membership privileges shall be on a membership year basis, and shall not affect the exchanging Member's rights to their underlying Membership or obligations for such Membership. The Club may promulgate rules concerning the exchange of Golf Membership privileges. Only Members may exchange Golf Membership privileges with other Members.

NUMBER OF MEMBERSHIPS

Limit on the Number of Memberships

The combined number of Legend Founder, Legend Community Golf Memberships, and Legend Golf Memberships, including Legend Corporate Golf designees, shall not exceed three hundred fifty (350), provided that the maximum number of Memberships in each such category shall be determined by the Club from time to time. The combined number of Legend Community Sport Memberships and Legend Sport Memberships will be limited to three hundred (300). Legend Social Memberships will be limited to one hundred (100).

The foregoing represents the maximum number of Memberships that can be issued in the various categories of Membership offered by the Club. The number of Memberships which are ultimately issued in any given category may be less than the maximum permitted depending upon Member usage patterns, the ability of the Club to provide services and facilities to meet the expectations of its Members and other relevant factors, as determined by the Club in its sole discretion.

FAMILY PRIVILEGES

Use of the Club Facilities By the Immediate Family of a Member

A Member's immediate family will be entitled to use the Club Facilities in accordance with the Member's category of Membership. A Member's immediate family will include the Member's spouse and their unmarried children, under the age of twenty-three, living at home or attending school on a full-time basis.

GUEST PRIVILEGES

Use of the Club Facilities By a Guest of a Member

Members may have guests use the Club Facilities in accordance with the Member's category of Membership and the Rules and Regulations of the Club. The Club may limit the number of guests and the number of times a particular guest may use the Club Facilities during each membership year. The Member will be responsible for the payment of charges incurred but not paid by his or her guests within the customary billing and collection procedures of the Club, including any applicable daily guest fees established by the Club from time to time. Members will be responsible for the department of their guests.

OFFERING OF MEMBERSHIPS

Offering of Memberships

Memberships will be offered to such persons as the Club determines appropriate from time to time.

Eligibility for Membership

Memberships will be available to persons approved for membership who pay the required Refundable or Non Refundable Membership Deposit. The number of Memberships is limited, and eligibility for membership is subject to availability.

Multiple Owners of Property

In the event, a home or lot in The Legend at Bergamont Community, is owned by more than one person, all owners are eligible to obtain a Legend Golf Membership, but only one of these Memberships is transferable to the subsequent buyer of the home or lot.

Waiting List

If Legend Golf Memberships are not available, the Club will establish a waiting list of those persons who have notified the Club in writing of their desire to purchase a Membership. Members of the Club who desire to upgrade to a higher category of membership will have priority over non-members for any available Membership. An additional refundable deposit of \$5,000 will be required of a Legend Sport member requesting to be placed on the waiting list for Legend Golf membership availability. Upon acceptance of written intent to upgrade to Legend Golf membership status and receipt of the additional deposit, the club will assign a wait list number for purposes of establishing priority for future golf memberships. The future price of a golf membership will be established and "locked in" upon wait list acceptance. Once a golf membership becomes available, the upgrading member with priority must pay the full price of refundable Legend Golf membership as established upon wait list acceptance. Refundable deposits previously paid to be placed on the upgrade wait list will be credited against the "locked in" price of a Legend Golf membership. Any Legend member on the wait list to upgrade who opts not to upgrade when the opportunity is presented, will be removed from the wait list to upgrade and will have their wait list deposit refunded to them within 60 days.

Members May Upgrade to a Higher Category of Membership

Members will at all times have the right to upgrade to a higher category of Membership if the higher category of Membership is then available and not reserved. In order to upgrade, the Member shall pay to the Club the full price of the then posted rate of the Refundable Membership Deposit or Non Refundable Membership Deposit of the higher category of Membership. Refundable deposits previously paid will be credited against the refundable price of a Legend Golf membership.

Membership May Be Held in the Name of a Legal Entity (corporate membership)

For the convenience of Members, a Membership may be held in the name of a partnership, company, trust or other form of multiple ownership (collectively, the "entity"). The entity may designate up to three families who will have the right to use the Membership. The entity may change the designated user prior to the start of each membership year in accordance with the Rules and Regulations of the Club and upon payment of the re-designation fee established by the Club. Each designated user must submit an Application for Membership and will be subject to the approval of the Club. Each designated user must be an owner, director, officer, partner, shareholder or employee of the entity and pay the required dues and charges. No persons other than the designated users and his or her immediate family will be entitled to simultaneously use the Membership. The Club may establish the rules governing the designated user of a Membership, including a limit on the number of times the designated user may be changed.

MEMBERSHIP DEPOSIT

Membership Deposit Required to Acquire a Membership

Each person who desires to acquire a Legend Founder, Legend Community Golf, Legend Golf, or Legend Corporate Golf, Legend Community Sport or Legend Sport Membership will be required to pay a refundable Membership Deposit determined by the Club from time to time.

Membership deposits and/or benefits are transferable for Legend Founder, Legend Real Estate Investor, Legend Community Golf, Legend Corporate Golf and Legend Community Sport only in accordance with this Membership Plan, the Rules and Regulations of the Club and the Application for Membership.

Memberships are not transferable in other categories of membership, except to the Member's child or surviving spouse, and are refundable only in accordance with this Membership Plan, the Rules and Regulations, and the Application for Membership.

The Membership Deposit required for a Legend Real Estate Investor Membership, or Legend Social Membership is NOT refundable, unless otherwise indicated in the Application for Membership.

Refund of Membership Deposit

The Membership Deposit of a Legend Founder, Legend Community Golf, Legend Golf, Legend Corporate Golf, Legend Community Sport or Legend Sport Member will be refunded, without interest, upon the earlier of the following:

- (a) thirty years after the date the Membership is issued by the Club,
- (b) within thirty days after the reissuance of a resigned Membership by the Club to a new Member, or
- (c) within thirty days after the Club receives written notice of the death of a Member and a request for refund.

The amount to be repaid to a resigning Member will be set forth in the Member's Application for Membership. The difference between the amount paid by the new Member and the amount refunded to the resigning Legend Founder, Legend Community Golf, Legend Golf, Legend Corporate Golf, Legend Community Sport or Legend Sport Member will be retained by the Club.

3 Year Vesting Plan of Refundable Membership Deposits.

Legend Community Golf, Legend Golf, Legend Corporate Golf, Legend Community Sport and Legend Sport Memberships are 100% refundable upon the three year anniversary date of the accepted and approved membership application. For memberships approved prior to 12/31/07 the three year anniversary date of the membership begins vesting on 1/1/08 and is deemed fully vested on 12/31/10. Vesting schedule is as follows:

0-12 months from application date	0% refundable
12-24 months from application date	33% refundable
24-36 months from application date	66% refundable
36 months and after application date	100% refundable

Any portion of the deposit not vested and not refunded will be retained by the club as a non refundable initiation fee.

Member May Continue Membership at End of Thirty Years

At the end of the thirty year period the Member can elect to renew his or her Membership for a thirty year period rather than receive a refund of the Membership Deposit if the Club is still offering to issue memberships.

Deduction of Amounts Owed to Club

The Club will deduct from any amount to be repaid to the Member any amount, which the Member owes the Club.

Tax Consequences of Acquiring a Membership

The Club makes no representations and expresses no opinions regarding the federal, state or local income, sales or other tax consequences of acquiring a Membership or with respect to any Membership Deposits paid to the Club. All persons acquire their Membership subject to all applicable tax laws, as the same may be amended from time to time. Accordingly, Members should consult with their own tax advisors with respect to the tax consequences of any Membership Deposits.

TRANSFER OF MEMBERSHIP

Transfer of Membership

A Member may transfer his or her Membership only to the Club and not to any third party directly. A property owner in The Legend at Bergamont has the option to transfer the membership and the obligations arising therefrom to the purchaser of his or her property, if the purchaser is approved for membership. Should a Member desire to resign from the Club, the Member shall be required to give 30 day written notice to the Club. The resigned Membership will be placed on a waiting list and will be reissued on a first-resigned, first-reissued basis as follows:

- (a) Prior to the initial sale of all of the Memberships in the resigned Member's category of membership, every third Membership issued in that category when there is a membership on the waiting list will be a resigned Membership from the waiting list (the other two Memberships being from the Club's unissued Memberships). This procedure allows the reissuance of resigned memberships prior to the issuance of all Memberships in the Club.
- (b) After the initial sale of all Memberships in the resigned Member's category of Membership, each Membership issued in that category will be a resigned Membership from the waiting list.
- (c) In the case of a Member who owns property in the Legend at Bergamont Community, a member who is selling a home or lot may direct the Club to transfer his or her Membership and the obligations arising therefrom by the purchaser of the Member's home or lot in the Legend of Bergamont Community.

Transfer of Membership Upon the Death of a Member

Upon the death of a Member, the surviving spouse, if any, may elect: (i) to continue the Membership privileges without having to pay any additional Membership Deposit; (ii) receive a refund of the Membership Deposit in the case of a Legend Founder, Legend Golf, Legend Founder Sports or Legend Sports Member or (iii) to designate one adult child to acquire the Membership without payment of any Membership Deposit, subject to the approval of the adult child for Membership in the Club, by giving written notice to the Club. Failure of the surviving spouse to elect one of said alternatives shall be deemed an election to continue the Membership privileges. If there is no surviving spouse, and the deceased Member has not designated one adult child as the beneficiary of the Membership and who is approved for Membership in the Club, the children of the Member may designate one adult child to acquire the Membership without payment of any Membership Deposit. In the event there is no surviving spouse or no adult child who wants to continue Membership privileges or who is approved for Membership in the Club, the death of the Member shall terminate the Membership, and in the case of a Legend Founder, Legend Community Golf, Legend Golf, Legend Corporate Golf, Legend Community Sport or Legend Sport Member, the Refundable Membership Deposit previously paid for the Membership, without interest, will be refunded within thirty days of receipt of written notice by the Club of death and a request for refund.

DUES AND CHARGES

Dues, Fees and Charges

The Club will determine the amount of dues, fees and charges to be payable by Members each year. Dues shall be payable in four equal installments – January through April, unless otherwise determined by the Club from time to time. The current dues, fees and charges for use of the Club Facilities are indicated on the Schedule of Dues and Charges. The amount of dues, fees and other charges is subject to change from time to time by the Club.

Legal Separation or Divorce of Married Members

When a Membership is issued in the name of more than one person, each person will be jointly and severally liable for all dues, fees and other charges and liabilities associated with the Membership. In the event of the divorce or separation of married Members, the Membership, including all of its rights and benefits, will vest in the spouse awarded the home or lot by an agreement of separation or a decree of divorce. Until the award of the Membership and written notice thereof provided to the Club, both spouses will be jointly and severally liable for all dues and charges. The Club reserves the right, in its sole discretion not to transfer the Membership to either spouse if the Club, in its sole discretion, is unable to determine the person who is lawfully entitled to receive the Membership.

No Assessments Against Members

Members will only pay Membership dues, fees and other charges established from time to time. Members will not be subject to any liability for capital or operating assessments for the costs and expenses of ownership or operation of the Club or the Club Facilities. The Company will pay all operating deficits incurred in the operation of the Club Facilities and will retain all operating revenues resulting from operation of the Club Facilities.

Membership Year of the Club

The Club's Membership year will constitute the twelve month period commencing January 1 to December 31, unless otherwise established by the Club from time to time.

Payment of Dues by an Inactive Member

A Member who desires to become inactive and forego his Membership privileges shall notify the Club in writing prior to a new membership year commencing. An Inactive Member shall be obligated to continue to pay dues, fees and other charges associated with the inactive Membership in the amount of \$2,500.00 per year payable January 1st of the membership year in which the member elects to change his or her member status to inactive until the end of the 30 year Membership term. An inactive Member shall not be permitted to use the Club Facilities as long as inactive status continues.

Payment of Dues by a Resigned Member

A resigned Member shall be obligated to continue to pay dues, fees and other charges associated with the resigned Membership until the end of that membership year. A resigned Member shall be permitted to use the Club Facilities as long as the dues, fees and other charges continue to be paid by the resigned Member.

Dues and Other Fees Paid in Advance Will Not Be Prorated When the Membership Is Reissued

A Membership reissued during a membership year shall not be entitled to a refund of a pro rata portion of any dues and other fees paid in advance. Club membership is an annual commitment. Only membership deposits are refundable.

A Membership May Not Be Pledged Except for Purchase Money Obligations

A Member may not pledge or hypothecate the Membership except to the extent the lien or security interest is incurred as a result of obtaining the Membership privileges.

ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS

Membership in the Club permits the Member to use the Club Facilities in accordance with this Membership Plan and the Rules and Regulations, as they may be amended from time to time. Membership is not an investment in the Club, its facilities or the Company and does not give a Member a vested or prescriptive right or easement to use the Club Facilities. Membership in the Club does not provide a member with equity or ownership interest or any other property interest in the Club. A Member only acquires a revocable license to use the Club Facilities. The Club reserves the right to terminate or modify this Membership Plan and the Rules and Regulations, to reserve Memberships, to discontinue operation of any or all of the Club Facilities, to sell, lease or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever, to issue, modify or terminate any type or category of Membership, to convert the Club into a membership-owned club, and to make any other changes in the terms and conditions of Membership or in the Club Facilities available for use by Members. In the event of termination of the Membership Plan, termination of a category of membership or the discontinuance of operation of all or substantially all of the Club Facilities, the Club will refund the Membership Deposit paid to the affected Members. In the event of a discontinuance of a portion of the Club Facilities, the Club will refund a proportionate part of the Membership Deposit paid to the affected members.

APPLICATION FOR MEMBERSHIP

An Application for Membership Must Be Mailed or Delivered to the Membership Director

Each person who desires to become a Member must mail or deliver to the Membership Director a fully completed and signed Application for Membership, along with a check for the required Membership Deposit.

Review of Application for Membership

All applicants desiring a Membership must be approved by the Club. The Club may require an interview with the Membership Director, and/or other designees of the Club. After receiving the Application for Membership, the Club will determine whether the applicant has satisfied the relevant conditions of Membership. In the event the Application for Membership is not acted upon favorably, the applicant will receive a refund of any amount previously paid, without interest.

OTHER MEMBERSHIPS AND USE PRIVILEGES

Honorary Memberships

The Club may issue Honorary Memberships to persons as the Club determines appropriate from time to time. Honorary Members are in addition to all other Memberships and will be available on terms and conditions as the Club determines appropriate.

Recallable non-resident memberships

The Company reserves the right to offer recallable, non-resident memberships in its sole discretion. The terms and conditions, of the non-resident membership, shall be determined by the Company. The recallable, non-resident membership is not transferable.

Reciprocal Privileges

The Club may, in its sole discretion, enter into reciprocal use privileges and arrangements with other clubs, as the Club determines appropriate from time to time.

Public Play Will Cease. The Legend at Bergamont will operate as a semi private facility until all facility construction is complete and upon the acceptance of 200 Legend Golf Memberships (*including Founders & Corporate designees*).

Promotional Use, Tournament or Group Play and Other Users

The Club will have the right to designate other persons who will not count toward Membership limits, including, without limitation, officers, directors, partners, shareholders, employees and designees of the Company and its affiliates and their guests to use the Club Facilities upon such terms and conditions as may be determined from time to time by the Club. The Club will also have the right to permit prospective purchasers of Memberships in the Club to use the Club Facilities on such terms and conditions as may be determined, from time to time, by the Club. The Club reserves the right, in its sole and absolute discretion, to restrict or to otherwise reserve in advance the Club Facilities for maintenance, tournament, group or individual play, outings, parties, receptions and other special events from time to time.

CLUB OPERATIONS

Management and Control of the Club Facilities and Operation of the Club

The Company manages and operates the Club Facilities. The Company is responsible for the government and administration of the Club Facilities and the Club and will have the exclusive authority to accept Members, set dues and charges, establish rules and regulations and control the management and affairs of the Club Facilities and the Club.

Board of Advisors

The Club may establish a Board of Advisors composed of Members whose purpose includes fostering good relations between the Members and management of the Club, providing input on programs, plans and activities of the Club, and advising on the Club's policies and rules and regulations. The management of the Club meets with the Board of Advisors on a periodic basis to discuss the operation of the Club Facilities. The Board of Advisors serves only in an advisory capacity and the management of the Club will have the final authority on all matters concerning the Club Facilities and the Members of the Club.

Club Committees

The Club will also establish a Men's Golf Committee, a Women's Golf Committee, Greens and Grounds Committee, a Pool, Tennis and Fitness Committee, a Junior Golf Committee, a House Committee, a Social Committee and a Membership Committee. All of the members of these associations and committees, including the chairmen, are appointed by the Club for specific terms as determined by the Club from time to time. The management of the Club will meet with these committees on a regular basis to discuss Member programs and events at the Club. Each of the committees acts only in an advisory capacity.

GENERAL PROVISIONS

Possible Equity Member-Owned Club

The Company may in the future convert the Club to an equity member-owned club. In the event of the conversion, each member will be given the opportunity to acquire an equity membership for an additional payment.

Membership Office

Should you have any questions concerning this Membership Plan or the Membership opportunities available at the Club, please contact the Membership Director or Managing Partner of the Club.



THE LEGEND AT BERGAMONT
c/o Managing Partner Jack Gaudion
699 Bergamont Blvd.
Oregon, Wisconsin 53575